

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

JILLIAN TAIT, a minor, by and through)
JENNIFER R. TAIT, her parent and)
natural Guardian, individually and on)
behalf of all other similarly situated)
individuals,)

Plaintiffs,)

v.)

BUTLER AREA SCHOOL DISTRICT,)
MARY WOLF, GLENN TERWILLIGER)
and DALE R. LUMLEY, Ph.D.,)

Defendants.)

Civil Action No. 17-182-AJS

STIPULATION SELECTING ADR PROCESS

Counsel report that they have met and conferred regarding Alternative Dispute Resolution (ADR) and have reached the following stipulation pursuant to L.R. 16.2 and the Court's ADR Policies and Procedures. Referencing the Fed. R. Civ. P. 26(f) JOINT REPORT OF THE PARTIES (CLASS ACTION), the parties believe that meaningful ADR should not occur until the Court has decided the attendant insurance coverage action and class certification issues.

I. PROCESS

Select one of the following processes:

☒ Mediation –If process is after class certification issues are resolved.

☒ Early Neutral Evaluation (ENE) – If prior to class certification decision.

☐ Court sponsored Binding Arbitration

☐ Court sponsored Non-binding Arbitration

☐ Other (please identify process and provider) _____

If you are utilizing a private ADR process, such as the American Arbitration Association, be advised that the case is still governed by the Court's ADR Policies and Procedures. It is the responsibility of counsel to ensure that all of the proper forms are timely submitted and filed, as required by Policies and Procedures.

II. COSTS (as proposed by defendants' counsel)

The parties have agreed to share the ADR costs as follows (do not complete percentages for Court sponsored arbitration. For that process, costs are paid by the Court in accordance with 28 USC §658.):

50% by Plaintiff(s)

50 % by Defendant(s)

If a dispute arises as to compensation and costs for the mediator/neutral evaluator/private arbitrator, the Court will set reasonable compensation and costs.

III. NEUTRAL

The parties hereby designate by agreement the following individual to serve as a Neutral in the above-styled action:

Kenneth J. Benson, Esq.
c/o JUSTUS ADR SERVICES
P.O. Box 101824
Pittsburgh, PA 15237
Phone : (412) 281-9112
Fax: (866) 571-6273
Email: info@justusadr.com

The parties represent that Mr. Benson has been contacted and it has been determined that the neutral is available to conduct the ADR session within the time prescribed by the Court's Policies and Procedures and that the neutral does not have a conflict.

IV. PARTICIPANTS (As proposed by defendants)

Name and title of the individual(s) who will be attending the mediation or early neutral evaluation session, in addition to counsel, in accordance with Section 2.7 (Attendance at Session) of the Court's ADR Policies and Procedures:

For Plaintiffs:

Brendan Lupetin, Esquire
Caitlin Harrington, Esquire
Doug J. Olcott, Esquire
Jennifer R. Tait (Plaintiff)

For Defendant Butler Area School District

Patrick Sorek, Esquire
Lyle Washowich, Esquire
Thomas E. Breth, Esquire
Thomas W. King, III, Esquire (Solicitor)

For Defendants Dr. Lumley and Ms. Wolf:
James R. Miller, Esquire
Dale R. Lumley, Ph.D. (Defendant)
Mary Wolf (Defendant)

For Defendant Mr. Terwilliger:
Jon Hogue
Mr. Terwilliger

Each party certifies that the representative(s) attending the ADR session on its behalf has full and complete settlement authority, as specified in sub-section (A)(1-3) of the above section of the Court's ADR Policies and Procedures.

V. ACKNOWLEDGMENT

We, the undersigned parties to this action, declare that this stipulation is both consensual and mutual.

For Plaintiff(s):

Dated: June2, 2017

s/ *Brendan B. Lupetin*

Brendan B. Lupetin, Esquire

Dated: June2, 2017

s/ *Caitlin Harrington*

Caitlin Harrington, Esquire

Dated: June2, 2017

s/ *Douglas J. Olcott*

Douglas J. Olcott, Esquire

For Defendant(s):

Dated: June2, 2017

s/ *Patrick Sorek*

Patrick Sorek, Esquire

Dated: June2, 2017

s/ *Lyle Washowich*

Lyle Washowich, Esquire

Dated: June2, 2017

s/ *James R. Mille*

James R. Miller, Esquire

Dated: June2, 2017

s/ *Jon Hogue*

Jon Hogue, Esquire